

Superior Court of California County of Monterey



Superior Court of California,
County of Monterey
240 Church Street, West Wing, Room 305
Salinas, CA. 93901

Request for Proposals
and
Quote for Services

Unarmed Security Services

RFP# MCSC-07-02

Proposal Due By:
Refer to Section 2.1
April 20, 2007 by 3:00 p.m.

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1. INTRODUCTION – SUMMARY OF THE INTENDED PROCUREMENT

1.1. Issuing Body

The Superior Court of California, County of Monterey (Court) is issuing this Request for Proposal (“RFP”) to provide the Court with competitive bids for Unarmed Security Services.

1.2. RFP Layout and Sections

This RFP is laid out in sections as follows:

- I. Introduction – Summary of the Intended Procurement
- II. Procurement and Evaluation Process
- III. Proposal Format and Content
- IV. Statement of Work
- V. General Conditions
- VI. Attachments

1.3. Project Overview (Purpose)

The Superior Court of California, County of Monterey (Court) is requesting proposals from highly qualified independent contractors with expertise in providing unarmed security services; entrance screening services.

II. PROCUREMENT AND EVALUATION PROCESS

2.1. Procurement Schedule and General Instructions

The Court has developed the following list of key events from RFP issuance through notice contract award. All deadlines are subject to change at the Court’s discretion.

No.	EVENTS	Key Dates
1	Issue RFP	March 2, 2007
2	Letter of Intent from Proposers to Participate in Pre-Proposal Conference/Site Review	March 15, 2007 by 5:00 p.m.
3	Mandatory Conference/Site Review [Site Review to include all sites on this date]	March 23, 2007 8:00 a.m. – 5:00 p.m. Salinas Court West Wing Conference Room 301
4	Deadline for Proposer Requests for Clarifications or Modifications	April 2, 2007 by 5:00 p.m.
5	Proposal Due Date and Time	April 20, 2007 by 3:00 p.m.
6	Potential Interviews	April 24– 26, 2007
7	Potential Negotiations	May 2, 2007
8	Selection of Contractor	May 4, 2007
9	Notice of Award (estimated)	May 9, 2007
10	Contract Period Begins	June 1, 2007

**** Dates subject to change based on the procurement of security equipment and configuration of the screening area.**

Posting of RFP

The RFP and any addenda that may be issued will be available on the following website(s), referred to individually and collectively as "Court website": www.monterey.courts.ca.gov

2.1.1 Contact List

Submittal Contact:	Rosalinda Chavez
Project Manager:	Rosalinda Chavez
Contracting Officer:	Rosalinda Chavez
Court Executive Officer:	Lisa M. Galdos

Superior Court of California, County of Monterey
240 Church Street, West Wing, Room 305
Salinas, California 93901
Phone: 831-775-5552
Fax: 831-775-5499
E-mail: rosalinda.chavez@monterey.courts.ca.gov

Questions concerning this Request for Proposal and Quote for Services MUST be directed in writing to:

Rosalinda Chavez
Director of Operations
Superior Court of California, County of Monterey
240 Church Street, W. Wing, Room 305
Salinas, California 93901
E-mail: rosalinda.chavez@monterey.courts.ca.gov

Hard copies (no fax or email submissions will be considered) must be delivered by the submission due date, with the envelope clearly marked as follows:

**PROPOSAL FOR SERVICES
UNARMED SECURITY SERVICES**

**Rosalinda Chavez
Director of Operations
Superior Court of California, County of Monterey
240 Church Street, W. Wing, Room 305
Salinas, CA 93901**

Respondents are encouraged to develop responses consistent with their company or agency standards.

2.1.2 Disposition of Material and Confidential or Proprietary Information

All materials submitted in response to the solicitation document will become the property of the Court and will be returned only at the Court's option and at the expense of the vendor submitting the proposal. One copy of a submitted proposal will be retained for official files and become a public record. **Any material that a vendor considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the vendor's proposal as it may be made available to the public.**

Even though the Public Records Act (PRA) does not apply to the Court, the Court's policy is to look to the PRA for guidance in responding to requests for documents. If a vendor's proposal contains material noted or marked as confidential and/or proprietary that, in the Court's sole opinion, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed pursuant to a written request for public documents. If the Court does not consider such

material to be exempt from disclosure under the PRA, the material may be made available to the public, regardless of the notation or markings. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its proposal because such information may be disclosed to the public.

2.1.3 Proposal Preparation Costs

Vendors submitting proposals do so entirely at their expense. There is no express or implied obligation by the Court to reimburse a vendor for any costs incurred in preparing or submitting proposals, providing additional information when requested by the Court, participating in any selection interviews or product demonstrations, or participating in this procurement.

2.2 Pre-Proposal

2.2.1 Mandatory Pre-proposal Conference/Site Visit

A pre-proposal conference/site review to answer questions related to this RFP will be held on the date and at the time specified in Section 2.1(#3). The location of the pre-proposal conference/site review is stated below:

[Salinas Court, 240 Church Street, West Wing, Room 301, Salinas, CA 93901]

The pre-proposal conference/site review is mandatory. Prospective proposers are required to attend in order to better understand the proposal requirements. In the event a potential proposer is unable to attend the pre-proposal conference, an authorized representative may attend on their behalf. A representative may only sign in for one vendor. Proposals from vendors who did not attend the pre-proposal conference will not be accepted and will be returned unopened. The Court will notify all potential proposers of the time, date, and location by providing notice to potential proposers and posting on the court website.

A Letter of Intent from a pre-proposal conference participant must be sent to the Submittal Contact at the address listed in Section 2.1.1 by the date and time noted in Section 2.1(#2) indicating the number of individuals (of vendor and its subcontractors) who plan on attending the pre-proposal conference. The Court will prepare an addenda, a summary of questions and answers from the pre-proposal conference, which will be provided to attendees and posted on the Court website.

2.3 Pre-Proposal Process

2.3.1 Request for Clarifications or Modifications

Vendors interested in responding to this solicitation may submit questions on procedural matters related to the RFP or requests for clarification or modification of this solicitation document, including questions regarding the General Conditions in Section V, to the Project Manager. If the vendor is requesting a change, the request must set forth the recommended change and the vendor's reasons for proposing the change. All questions and requests must be submitted in writing to the Submittal Contact listed in Section 2.1.1 no later than the date specified in Section 2.1(#4), Procurement Schedule and General Instructions. **Questions or requests submitted after the due date will not be answered.**

Without disclosing the source of the question or request, the Project Manager will provide a copy of the questions to potential proposers and post a copy of the questions on the Court's responses on the Court website.

If a vendor's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the vendor may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the vendor must submit a

statement explaining why the question is sensitive. If the Court concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the Court does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the vendor will be notified.

2.3.2 Ambiguity, Discrepancies, Omissions

If a vendor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor shall immediately provide the Submittal Contact listed in Section 2.1.1 written notice of the problem and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the Court may modify the solicitation document prior to the date fixed for submission of proposals by providing an addendum to potential proposers and by posting the addendum on the Court website.

If prior to the date fixed for submission of proposals a vendor submitting a proposal knows of or should have known of an error in the solicitation document but fails to notify the Court of the error, the vendor shall propose at its own risk, and if the vendor is awarded the contract, the vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

2.3.3 Contact with Court

Vendors are specifically directed NOT to contact any Court, County or Sheriff's personnel or consultants for meetings, conferences, or discussions that are specifically related to this RFP at any time prior to any award of a contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the vendor's response.

2.3.4 RFP Addenda

The Court may modify this solicitation document prior to the date fixed for submission of proposals by providing notice to potential proposers and by posting an addendum on the court's website. If any potential vendor determines that an addendum unnecessarily restricts its ability to propose, it must notify the Submittal Contact listed in Section 2.1.1 no later than three (3) business days following the date the addendum is provided.

Pricing shall reflect all addenda issued by the Court. The court will interpret the proposal to include all addenda issued in any resulting contract.

2.4 Submission of Proposals

2.4.1 Proposal Delivery

The following must be received no later than the Proposal Due Date and time specified in Section 2.1(#5) (the "Proposal Closing Time") at the address listed in Section 2.1.1 for the Submittal Contact:

- One separate unbound original of the following:
 - a) Sections 3.1 – 3.4;
 - b) Section 3.5; [Technical]
 - c) Section 3.6 [Cost Proposal].
- Six separate bound copies, each which includes Sections 3.1 – 3.6; **AND**
- One electronic copy of the proposal (Sections 3.1 – 3.6) in word processing (Word) or PDF format and one electronic formatted copy of the Cost Proposal in Excel (or compatible).

All proposals must be submitted in sealed envelopes, preferably double enveloped. The outside envelope must be clearly marked with the RFP Number, Project Title, the Proposal Due Date, and

the proposer's name. The cost proposal may be included in a separately sealed envelope and, if so, should be marked with "Cost Proposal" and the proposer's name.

The hard copies and electronic copies of the technical original proposal must not include any pricing information. Proposals received prior to the Proposal Closing Time that are marked properly will be securely kept, unopened until the Proposal Closing Time. **Late proposals will not be considered.**

All proposals must be delivered via U.S. Mail, common carrier, or hand delivery. A receipt should be requested for hand delivered material. Fax or email submissions will not be considered.

The proposer is solely responsible for ensuring that the full proposal is received by the Court in accordance with the solicitation requirements, prior to the date and time specified in the solicitation, and at the place specified. The Court shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or missed delivery.

2.4.2 Amendment or Withdrawal of Proposals

A vendor may amend its proposal prior to the Proposal Closing Time. All amendments must be in writing, follow the format outlined in Section 2.4.1 and be received by the Court prior to the Proposal Closing Time.

A vendor may withdraw its proposal at any time prior to the Proposal Closing Time by notifying the Submittal Contact listed in Section 2.1.1 in writing of its withdrawal. Amendments or withdrawals offered in any other manner than described above will not be considered. Proposals cannot be amended or withdrawn after the Proposal Closing Time.

2.4.3 Mistake in Proposal

If prior to a contract award, a proposer discovers a mistake in their proposal that renders the proposer unwilling to perform under any resulting contract, the proposer must immediately notify the Submittal Contact listed in Section 2.1.1 in writing and request to withdraw the proposal. It shall be solely within the Court's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the Court may consider permitting withdrawal of specific line item(s) or combination of items.

2.4.4 Error in Submitted Proposals

If an error is discovered in a vendor's proposal, the Court may at its sole option retain the proposal and allow the proposer to submit certain arithmetic corrections. The Court may, at its sole option, allow the proposer to correct obvious clerical errors. In determining if a correction will be allowed, the Court will consider the conformance of the proposal to the format and content required by the solicitation, the significance and magnitude of the correction, and any unusual complexity of the format and content required by the solicitation.

If the proposer's intent is clearly established based on review of the complete proposal submitted, the Court may, at its sole option, allow the proposer to correct an error based on that established intent.

The total price of unit-price items or individual line items will be the product of the unit or line item price and the quantity. If the unit or line item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the unit or line item price shall be the amount obtained by dividing the "extension" price by the item quantity.

2.4.5 Authorized Signatures, Validity Period of Proposals

Proposals must include the vendor name, address, telephone and facsimile numbers, and federal tax identification number. The proposal must be signed by a duly authorized officer or employee of the vendor and include the name, title, address, and telephone number of the individual who is the proposer's designated representative.

Proposals will be valid for ninety (90) days after the Proposal Due Date specified in Section 2.1(#5) (August 17, 2007). In the event a final contract has not been awarded by the date specified in Section 2.1, the Court reserves the right to negotiate extensions to the Proposal Validity Date.

2.4.6 Knowledge of Requirements

The vendor shall carefully review all documents referenced and made a part of the solicitation document to ensure that all information required to properly respond has been submitted or made available and all requirements are priced in the proposal. Failure to examine any document, drawing, specification, or instruction will be at the proposer's sole risk.

Proposers shall be responsible for knowledge of all items and conditions contained in their proposals and in this RFP, including any Court issued clarifications, modifications, amendments, or addenda. The Court will provide notice to perspective proposers or, if identified in Section 2.1, post addenda and clarifications to the Court website; however, it is the proposer's responsibility to ascertain that the proposal includes all addenda issued prior to the Proposal Due Date.

2.4.7 Independence of Proposal and Joint Proposals

Unless a proposer is submitting a joint proposal, the proposer represents and warrants that by submitting its proposal it did not conspire with any other vendor to set prices in violation of anti-trust laws.

A proposal submitted by two or more vendors participating jointly in one proposal may be submitted, but one vendor must be identified as the prime contractor and the other as the subcontractor. The Court assumes no responsibility or obligation for the division of orders or purchases among joint subcontractors.

2.4.8 Covenant Against Gratuities

Proposer warrants by signing its proposal that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the proposer or any agent, director, or representative of the proposer, to any officer, official, agent, or employee of any Court, County or Sheriff's office with a view toward securing award of or securing favorable treatment with respect to any determinations concerning the performance of any resulting contract. **For breach or violation of this warranty, the Court will have the right to terminate any resulting contract in whole or in part.** The right and remedies of the Court provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the resulting contract.

2.5 Overview of Evaluation Process

2.5.1 Evaluation Committee

The Court will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All proposals received from vendors will be reviewed and evaluated by a committee of qualified personnel ("Evaluation Committee"). The name, units, or experience of the individual members will not be made available to any vendor. The Evaluation Committee will first review and screen all proposals submitted, except for the cost proposals, according to the minimum qualifications set forth in Section 2.6.

Vendors satisfying the minimum qualifications will then be evaluated in accordance with the evaluation criteria set forth in Section 2.7. The Evaluation Committee will first review and complete the evaluation of the technical proposals, without the cost proposal. Thereafter, the cost proposals will be opened, reviewed, and evaluated to determine an overall evaluation score.

2.5.2 Reservation of Rights

The Court, in its complete discretion, may eliminate proposals that have not meet the minimum qualifications of Section 2.6, or have not scored adequately in relation to other proposals to warrant further consideration. The Court reserves the right to reject any or all proposals, in whole or in part, and may or may not waive any immaterial deviation or defect in a proposal.

The Court's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a vendor from full compliance with solicitation document specifications.

If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements of the solicitation document. Material deviations cannot be waived.

Unless otherwise specified in the solicitation, the Court may accept any item or combination of items as specified in the solicitation, of any proposal unless the proposer expressly restricts an item or combination of items in its proposal and conditions its response on receiving all items for which it provided a proposal. In the event that the proposer so restricts its proposal, the Court may consider the proposer's restriction and evaluate whether the award on such basis will result in the best value to the Court or may determine in its sole discretion that such restriction is non-responsive and renders the proposer ineligible for further evaluation.

The Court reserves the right to negotiate with proposers who have presented, in the opinion of the Evaluation Committee, the best proposal in an attempt to reach a contract. If no contract is reached, the Court can negotiate with other proposers or make no award under this RFP. At any time the Evaluation Committee can reject all proposals and make no award under this RFP. Moreover, the Court reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with vendors to gather additional information.

Proposals that contain false or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the Court regarding a requirement of the solicitation document.

2.5.3 Evaluation of Cost Sheets

Cost sheets will be reviewed only if a proposal is determined to be otherwise qualified. All figures entered on the cost sheets must be clearly legible and must be printed in ink or type written. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by the person signing the proposal. If the solicitation requires the proposer to provide an electronic copy of the cost sheets and there is a discrepancy in the printed cost sheets and the electronic copy, the pricing on the printed cost sheets will be evaluated.

Where more than one line item is specified in the solicitation, the Court reserves the right to determine the highest evaluated proposer, either on the basis of individual items, combination of items as specified in the solicitation, or on the basis of all items included in the solicitation, unless otherwise expressly provided.

Unit or line item prices may not be more than four (4) places to the right of the decimal point. For example, a unit price of \$0.56726 each would exceed this limitation. Unit prices that exceed this limitation will automatically be truncated to the fourth decimal place for both evaluation and award

purposes. Using the example just cited, the “6” at the end of the unit price would be dropped off leaving a unit price of \$0.5672 each.

2.5.4 Cash Discounts

The Court encourages proposers to offer cash discounts for prompt payment, however, unless provided elsewhere in the solicitation; cash discounts offered by proposers for the prompt payment of invoices will not be considered in evaluating offers to determine the successful proposer for award of any resulting.

2.5.5 Requests for Additional Information

The Court reserves the right to seek clarification or additional information from any proposer throughout the solicitation process. The Court may require a proposer’s representative to answer questions during the evaluation process with regard to the vendor’s proposal. Failure of a proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

2.6 Minimum Qualifications

To be considered for full evaluation and possible award, proposers must first meet the threshold minimum qualification requirements listed in the following table (minimum requirements can be met by combining experience, expertise, and resources of vendor and any proposed subcontractors. The proposer must state specifically in its Executive Summary (see [Section 3.1](#)) how it will comply with each minimum qualification specified above. Subject to the Court's right in its complete discretion to waive minor deviations or defects, only those proposals that meet all of the foregoing minimum qualifications shall be considered for a full evaluation and a possible contract award. Vendors who fail to meet any of the education minimum qualifications will be notified in writing, and will have three (3) business days from receipt of such notification to file proof that all such qualifications are met.

No.	Minimum Qualifications
1	Five years of security industry experience at a level consistent with the scope and requirements of this project. The successful completion of a similar project with a similar government entity within the past three years that is still in operation is preferred.
2	Financially sound with a documented ability to expand service levels as requested by the Court. Company's Financial Statement must be included as an attachment to their response to this proposal.
3	Company, Agency, and any of its proposed subcontractors must be in good standing with applicable trade associations, certification boards, or other regulatory agencies (reference Attachment B , Vendor Certification Form).
4	Insurable for liability, worker's compensation, and professional liability insurance, including property damage. Bonded, minimum amount \$1,000,000.00
5	Security Guards must have current certifications and Guard Cards; and must meet any other licensing requirements. Guards will be required to pass a background check consistent with the requirements of the Monterey County Sheriff's Office and Monterey Superior Court.
6	On-going program for employees that includes the Americans with Disabilities Act (ADA) and;
7	Equal Opportunity Employer
8	At least five (5) professional references

2.7 Evaluation Components

Proposals will be evaluated to determine the proposal or proposals that offer the best value to the Court. The evaluation will be based upon the following criteria, listed in order of descending priority. Although some factors are weighted more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be eligible for award. With regards to cost, the Court reserves the right, in its sole discretion, to reject any proposal whose price is outside of the competitive range.

Evaluative Components:

- a. Cost/Pricing factors.
- b. Experience on similar assignment.
- c. Financial viability and stability.
- d. Credentials of staff to be assigned to the project.
- e. Reasonableness of cost projections.
- f. Ability to meet timing requirements to complete the project.
- g. Implementation Plan.
- h. References.

2.8 Interviews and Negotiations

2.8.1 Interviews

Following the initial screening of proposals, the Court reserves the right to require, and each proposer must be prepared to conduct, oral presentations and other discussions (written or verbal) on the content of its proposal. If the Court determines that interviews or presentations are required, selected proposers will be notified in writing of the date, place, time and format of the interview or presentation. Proposers will be responsible for all costs related to the interview, which, at the Court's sole discretion, may be in-person and/or by teleconference. Failure to participate in such interviews or presentations shall result in a proposer's disqualification from further consideration.

2.8.2 Negotiations

If the Court desires to enter into negotiations, they may do so with one or more proposers, at their discretion. If the Court enters into negotiations and no contract is reached, the Court can negotiate with the other proposers or make no award under this RFP. The Court reserves the right to award a contract, if any, without negotiations.

2.8.3 Payment

Payment terms will be in accordance with the payment provisions of Attachment A, Contract Terms and Conditions. THE COURT DOES NOT MAKE ANY ADVANCE PAYMENT FOR GOODS OR SERVICES. Payment is made based upon completion of tasks as provided in the contract between the Court and any selected vendor.

2.8.4 News Releases

News releases pertaining to the award of any contract resulting from this solicitation may not be made by a vendor without the prior written approval of the Superior Court of California, County of Monterey, noted in Section 2.1.1.

2.9 Award of Contract

The Evaluation Committee will make a final recommendation for award of the contract. Upon award, the successful proposer(s) will be required to execute a Contract in accordance with the Statement of Work in Section IV and the General Conditions in Section V, and provide a certificate of insurance in conformance with the requirements set forth in the General Conditions within thirty (30) business days of award. The Court anticipates an initial agreement period of three (3) years with a possibility of automatic renewal. The period for execution of the Contract may be changed by mutual contract of the parties. Contracts are not effective until signed by both parties. .

2.10 Protest Procedures

2.10.1 General

Failure of proposer to comply with the protest procedures set forth in this Section 2.10, will render a protest inadequate and untimely, and will result in rejection of the protest. In no event shall a protest be considered if all submittals are rejected or after a contract has been executed.

2.10.2 Prior to Submission of Proposal

An interested party that is an actual or prospective proposer with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal. Such protest must be received prior to the Proposal Closing Time (Section 2.1(#5)).

The protestor must have exhausted all administrative remedies specified in Section 2.3.1, Request for Clarification or Modifications; Section 2.3.2, Ambiguity, Discrepancies, Omissions; Section 2.3.4, RFP Addenda; and this Section as applicable, prior to submitting the protest. Failure to do so may be grounds for denying the protest.

2.10.3 After Award

A vendor submitting a proposal may protest the award based on allegations of improprieties occurring during the proposal evaluation or award period if it meets all of the following conditions:

- a. The vendor has submitted a proposal that it believes to be responsive to the solicitation document.
- b. The vendor believes that its proposal meets the administrative and technical requirements of the solicitation, proposes items and/or services of proven quality and performance, and offers a competitive cost; and
- c. The vendor believes that the Court has incorrectly selected another vendor submitting a proposal for an award.

Such protests must be received no later than five (5) business days after the protesting party receives a no-award notification.

2.10.4 Form of Protest

A vendor who is qualified to protest should submit the protest to the individual listed in the Submission of Proposal section of this RFP who will forward the matter to the appropriate Contracting Officer.

- a. The protest must be in writing and sent by certified or registered mail or delivered personally to the address noted in Section 2.1.1. If the protest is hand-delivered, a receipt must be requested.
- b. The protest shall include the name, address, telephone and facsimile numbers of the party protesting or their representative.
- c. The title of the solicitation document under which the protest is submitted shall be included.
- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- e. The specific ruling or relief requested must be stated.

The Court, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the Court will not consider such new grounds or new evidence.

2.10.5 Determination of Protest Submitted Prior to Submission of Proposal

Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal, the Court will provide a written determination to the protestor prior to the Proposal Closing Time. If required, the Court may extend the Proposal Closing Time to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

2.10.6 Determination of Protest Submitted After Submission of Proposal

Upon receipt of a timely and proper protest, the Court will investigate the protest and will provide a written response to the vendor within a reasonable time. If the Court requires additional time to review the protest and is not able to provide a response within ten (10) business days, the Court will notify the vendor. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

2.10.7 Appeals Process

The Contracting Officer's decision shall be considered the final action by the Court unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the Court Executive Officer, noted in Section 2.1.1 within five (5) calendar days of the issuance of the Contracting Officer's decision.

The justification for appeal is limited to:

- a. Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted; or
- b. The Contracting Officer's decision contains errors of fact, and that such errors of fact were significant and material factors in the Contracting Officer's decision; or
- c. The decision of the Contracting Officer is in error of law or regulation.

The request for appeal shall include:

- a. The name, address telephone and facsimile numbers of the vendor filing the appeal or their representative;
- b. A copy of the Contracting Officer's decision;
- c. The legal and factual basis for the appeal and;
- d. The ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal.

Upon receipt of a request for appeal the Court Executive Officer, will review the request and the decision of the Contracting Officer and shall issue a final determination. The decision of the Court Executive Officer shall constitute the Court's final action.

2.10.8 Protest Remedies

If the protest is upheld, the Court will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the good faith efforts of the parties, the extent of performance, the cost to the Court, the urgency of the procurement, and the impact of the recommendation(s). The Court may recommend any combination of the following compliance:

- a. Terminate the contract for convenience;
- b. Re-compete the contract;
- c. Issue a new solicitation;
- d. Refrain from exercising options to extend the term under the contract, if applicable;
- e. Award a contract consistent with statute or regulation; or
- f. Other such remedies as may be required to promote compliance.

III. PROPOSAL FORMAT AND CONTENT

Responsive proposals should provide straightforward, concise information that satisfies the requirements of this solicitation. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the Court's instructions, requirements of this solicitation, and the completeness and clarity of content.

3.1 Executive Summary

3.1.1 Executive Summary Content

The proposer must provide an Executive Summary of its proposal. The Executive Summary should be a "high-level", general overview of how the vendor proposes to accomplish the requirements of this RFP. The Executive Summary should demonstrate the proposer's understanding of the requirements. The proposer must also address in this section how it meets the minimum qualification requirements in Section 2.6.

3.1.2 Vendor Information, Validity, and Authorized Signature

The Executive Summary should include the vendor information, validity period, and authorized signature, as required in Section 2.4.5.

3.2 Company and Subcontractor Information

3.2.1 Company Background Information

The Court requires the vendor to be a reputable company of strong financial standing with prior experience providing Unarmed Security Services and Weapon Screeners. The vendor's proposal must provide the information requested below. If the proposer is a joint venture, information about the prime Contractor and the Subcontractor must be submitted separately. The information to be provided is as follows:

- a. Complete name and address.
- b. Federal tax identification number.
- c. If incorporated, state in which incorporated.
- d. A short narrative description of the vendor's organization, including organizational charts and indication of company officers where applicable.
- e. Principal type of business.
- f. Total number of years in business.
- g. Number of years providing products and services similar in size and scope to those requested in this RFP.
- h. An audited profit and loss statement and balance sheet for the vendor's last three (3) fiscal years. If a company is privately owned, this information will be kept confidential by the Court. These financial statements must be contained in a separate volume.
- i. Significant transactional events in the past five (5) years such as: bankruptcies, mergers, acquisitions, initial public offerings (IPO's).
- j. Annual contract value of the vendor's three (3) largest contracts for similar products and services in the past three (3) years.
- k. Percent of turnover of service staff for each of the last three (3) years in the vendor's organization that will be responsible for providing products and services described in this RFP (e.g. Account Manager, Customer Service personnel, etc.).
- l. If subcontractors are proposed for this RFP, describe the vendor's contract management process for subcontractors included in the vendor's proposal and provide copies of signed formal contracts (e.g., teaming contracts or any other legally binding document), if any exist, between the vendor and each proposed subcontractor.

3.2.2 Subcontractors

If subcontractors are proposed for this RFP, provide the following information for each Subcontractor:

- a. Subcontractor name and address.
- b. Federal identification and/or social security number.
- c. If incorporated, state in which incorporated.
- d. A short narrative of the subcontractor's organization, including organization charts and indication of company officers where applicable.
- e. Principal type of business.
- f. Total number of years in business.
- g. Number of years providing services similar in size and scope to those requested in this RFP.
- h. An audited profit and loss statement and balance sheet for the Subcontractor's last three (3) fiscal years. If a company is privately owned, this information will be kept confidential by the Court. These financial statements must be contained in a separate volume.
- i. Significant transactional events in the past five (5) years such as: bankruptcies, mergers, acquisitions, initial public offerings (IPO's).
- j. Percent of turnover of service staff for each of the last three (3) years in the Subcontractor's organization that will be responsible for providing services described in this RFP (e.g. Account Manager, Customer Service personnel, etc.).

3.3 Company Profile and California Locations

Vendor shall provide a short description of its company. In addition, the vendor shall list all of its California locations and shall include a statement as to whether it can provide products and services to each Court location, as listed in Attachment C. The vendor shall list any locations where it cannot provide products and services.

3.4 Experience and Qualifications

3.4.1 Prior Experience and References

The Court requires the vendor and its subcontractors to have prior experience in all aspects of the products and services described in this RFP for customers similar to or with relevance in the size, complexity and scope of this RFP. Vendor shall:

Describe the vendor's experience as it pertains to providing products and services similar in size, complexity and scope to those required under this RFP and in the manner required pursuant to this RFP.

Provide the names, addresses, and telephone numbers for a minimum of five (5) customers for whom the vendor has provided similar products and services within the last 18 months. The vendor should include a brief description of the scope of products and services provided to the customer and the duration of the contract. The Court may contact some or all of the references provided in order to determine the vendor's performance record. The Court reserves the right to contact references other than those provided in the proposal and to use the information gained from them in the evaluation process.

If the vendor's cost proposal includes re-manufactured or compatible products, the vendor's references must include customers that have used the re-manufactured or compatible products.

3.4.2 Subcontracts

If the vendor intends to subcontract, describe the vendor's experience with each of the proposed subcontractors. For each proposed subcontractor provide the names, addresses, and telephone numbers for a minimum of three (3) customer references, for products and services similar to those described in this RFP. The vendor should include a brief description of the scope of products and services provided to the customer and the duration of the contract.

3.5 Technical Approach and Methodology

3.5.1 Work Plan and Methodology

Vendor shall provide a project plan that describes how the vendor intends to provide the described project implementation and follow-up services. The description shall include, but is not limited to, the following descriptions of:

- Account Team structure, staffing roles and responsibilities, include organizational chart.
- Fiscal Account Team Support and periodic account review process.
- Proposed transition or implementation for program.
- Communication process with the Court and the Vendor.
- Training Plan (initial and ongoing) and Accreditation of Guards.
- Program Evaluation.

3.5.2 Ordering Process

[This Section Intentionally Left Blank]

3.5.3 Customer Service

Describe the level of customer service that will be provided, including procedures that will ensure consistency along with problem escalation and resolution. The description should include, but is not limited to:

- Customer service organizational structure.
- Contact process (phone, email, fax, etc.).
- Follow up process.
- Internal procedures to track customer service contact and issue resolution.
- Escalation process to resolve outstanding customer service issues.
- Shall be flexible with changes requested jointly by the Court and Sheriff's Office.

3.5.4 Reports

Vendor shall describe the common reports that are available to the Court. Include the type of report, the information provided in the report, the frequency of the report, and the process used to deliver the report. Vendors are encouraged to include samples of common reports.

3.5.5 Invoicing

Vendor shall describe its invoicing process, including but not limited to the following:

- Description of vendor's billing system.
- Availability of consolidated billing and process for consolidated billing.
- Frequency of billing (weekly, monthly, etc).
- Examples of invoices currently in use.

3.6 Cost Proposal

3.6.1 Government Rates

It is expected that all vendors responding to this solicitation will offer the vendor's government or most favorable comparable rates.

3.6.2 Pricing and Price Adjustments

The Court is exempt from federal excise taxes and no payment will be made for any taxes levied on the vendor's or any Subcontractor's employee's wages. The Court will pay for any applicable State of California or local sales or use taxes on the products provided or the services rendered. Taxes shall be included as a separate line item on a vendor's invoice.

The prices proposed in the proposer's response will be valid for a minimum of ninety days after any resulting contract is signed. The proposer's cost proposal must describe how future price increases will be minimized and capped and how both increases and decreases will be passed on to Court if the contract is renewed after the initial term. The proposer must explain the proposed process to implement price changes, and how the Court will be notified.

3.6.3 Increase or Reduction in Service

Circumstances may require that Security Guards be reassigned, upon written direction of the Sheriff's Office and without further cost to the Court. For additional Security Guards, the additional cost to the Court will be based on the hourly wages.

Alternatively, the requirement for guard services may decrease. In any event, the Court will pay for only those services actually received.

Additionally, the Court can delete sites requiring security services. This Agreement will remain in full force and effect for any sites. The Court's deleting a site will not affect the Agreement relative to remaining sites.

3.7 Required Proposal Forms and Documents

3.7.1 Required Forms:

- a. Pricing Sheet – Attachment D (in accordance with Section 2.4.1)
- b. Vendor Certification Form – Attachment B
- c. Statement of Acceptance of Terms, in accordance with Section 3.7.2

3.7.2 Acceptance of Terms

The vendor's proposal must include a statement as to whether the vendor accepts the General Conditions in Section V or whether the vendor takes any exception to those terms. The vendor will be deemed to have accepted such terms and conditions, except as is expressly called out in the vendor's proposal. If exceptions are taken, vendor must submit a "redlined" version of the term or condition showing all modifications proposed by the vendor.

The vendor must provide an explanation as to why the modification is required. The vendor's willingness to accept the General Conditions, with minor clarifications, shall be an affirmative factor in the evaluation of the vendor's proposal.

Although the Court will consider alternate language proposed by a vendor, the Court will not be bound by contract language received as part of a prospective vendor's response. If the proposer requires that the Court be bound by some or all of the vendor's proposed contract language, the proposal may be considered non-responsive and may be rejected.

IV. STATEMENT OF WORK

4.1 Description of Products and Services to be Provided

4.1.1 General Description – Scope of Work

4.1.1.1 General Description

Contractor provides unarmed security guard to conduct weapon security screening and monitor electronic security equipment under the direction of the Court Security Officer, the Monterey County Sheriff's Office (MCSO).

The Superior Court of California, Monterey County, contracts with the Sheriff to provide law enforcement and court security services under provisions of the California Government Code Article 69920, also known as the Superior Court Law Enforcement Act of 2002. The Sheriff is the designated Court Security Officer. He derives this authority from section 26603 of the Government Code.

The Court Security Officer is responsible to the court for all matters relating to its security, including security of courtrooms, facilities, and grounds. The Court Security Officer is responsible for working with the Presiding Judge, Court Executive Officer and the Court Security and Facilities Committee to develop best practices and the Law Enforcement Security Plan required by Government Code Section 69925 and by the Standards of Judicial Administration.

The Chief of the Custody Operations Bureau manages, directs and reviews the operation of the Court Services Division and oversees Court Security.

The Court Services Commander is the designated representative of the Sheriff's Office and is responsible for the overall operation of the court services Unit and the liaison between the Judge and the Sheriff's Office.

Two Bailiff Sergeants are responsible for the supervision of the Bailiff's Unit and daily security operations.

Deputies assigned to the Bailiff's Unit are responsible to the Sheriff's Office and are under the supervision of the assigned Bailiff Sergeants. Bailiff Deputies are responsible for law enforcement, inmate management, and security in the courtroom.

The Contractor shall at all times follow the directives and policies established jointly by the Sheriff's Office and the Superior Court.

The Superior Court has court locations in Salinas, Monterey, King City and Marina.

Duties to Include:

- a. Operate the court's magnetometer and x-ray equipment to screen court employees, visitors for weapons and other contraband.
- b. Use hand held wand magnetometers to screen visitors and court employees for weapons and other contraband.
- c. Monitor other court electronic security systems; duress alarms, CCTV cameras, etc.
- d. Search purses, handbags, backpacks, brief cases, containers, etc.

- e. Patrol the hallways and other public areas and report any dangerous situations to sworn security staff.
- f. Provide general information to the public.
- g. Provide building opening and closing security checks of public areas in each location.
- h. Complete daily logs recording the numbers of public persons entering the buildings, security deficiencies, and safety concerns.
- i. Alert deputy sheriffs of breaches of security and incidents needing law enforcement intervention.
- j. Provide professional customer service and general information to the public.
- k. Ensure proper ADA treatment through screening stations for all.
- l. Attend any required training sessions offered through the Sheriff's Office.

4.1.1.2 Scope of Services

This is a request for unarmed security services. The Court will provide security screening equipment; magnetometers, x-ray machines and hand-held wands for the (5) five court locations [court profiles are described in section 4.1.3]. The Court plans to enhance the security screening equipment [x-ray machines and electronic security systems]. The Sheriff's Office-Court Services Division will oversee the security screening operations.

Contractor shall provide security guards to staff the security screening stations, Monday through Friday, except court holidays. The Contractor shall be required to accommodate the increase of the Court's regularly scheduled business hours including any extended hours,

Contractor shall have the ability to expand services as courts implement weapons screening programs [refer to 2.6, item #2]. In addition, Contractor shall provide a plan for increasing staff during peak hours. The peak hours for court visitors are between 7:45 and 10:00 a.m. and 12:30 and 2:00 p.m.

The Contractor shall provide Security Guards who are reliable, of reputable background and sound character, and meet the training and experience requirements.

4.1.2 Technical Specification for Unarmed Security Services

4.1.2.1 Security Guard General Requirements

The Contractor shall conduct a background investigation on all employees to be utilized in the performance of the Contract prior to assignment to the Court. Clearances shall not be issued to individuals who have a felony conviction or have been incarcerated in a county jail or penal institution or on probation within the past two years, or who have a close association with a gang member or anyone involved in illegal activity.

The Court reserves the right to review the personal background and conduct further security clearances on the Contractor's assigned guard. The contractor shall provide the Sheriff's Office with an employee authorization to conduct a criminal history check, a copy of employee's California driver's license or California identification card and a copy of employee's guard registration at least 21 days prior to placement of guard. All replacement guards shall be subject to the same criteria.

Contractor shall provide appropriate uniforms to security guards in accordance with dress standards approved by the Sheriff's Office and the Courts. Uniforms shall bear a patch identifying the contractor, and shall include winter jackets. Security guards shall wear a nametag or picture identification card provided by the contractor at the contractor's expense.

If required, Contractor shall provide ancillary personal equipment (e.g. handcuffs, OC spray, radios, pagers, cell phones, etc.) and shall be responsible for ensuring that security guards are adequately trained to use this equipment. The Court shall provide and maintain hand wands and property baskets for each screening station. The guards shall be familiar with general equipment procedures. Contractor shall describe their proposed emergency plan, including whether they have a dispatch center.

Contractor shall provide mandatory certification training required by the Department of Consumer Affairs prior to the guard's initial assignment. Contractor shall describe on-going in-service training updates and CPR and First Aid certifications they provide to Security Guards assigned to court security duty, including the minimum number of hours of annual training. From time to time, the Sheriff's Office may provide mandatory on-site training for bailiff and security guards, typically on a court holiday.

Contractor shall provide a project plan describing guards' selection and guard's recruitment. The Court and Sheriff's Office require that security guards have the maturity and communication skills necessary to professionally handle a variety of situations. Prior experience in security services, law enforcement, probation and similar work backgrounds is desired. Contractor shall describe staffing plan and plan to provide bilingual guards to individual courthouses in five locations.

Contractor shall provide a staffing plan describing the number of employees, job classification, relief factor and supervision plan for each location.

Contractor shall describe the escalation process for Court and Sheriff's Office to address guard's problems, including insubordination, absenteeism, poor performance, tardiness, etc. Contractor will also describe how it will deal with unexpected absences of security guards caused by illness, failure to appear for work, etc. to ensure the full staffing of the screening function each day.

The Contractor shall provide all management, supervision, manpower and shall plan, schedule, coordinate, and assure effective performance of security services at the place of performance, under the direction of the Sheriff's Office.

The integrity of the Court and Sheriff's Office is dependent upon the conduct of individual Security Guards. The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. The Courts and Sheriff's Office reserve the right to remove any employee from the job site for cause. Cause shall be communicated in writing to the Contractor.

Prior to assignment at any court site, all prospective guards must pass a drug test administered at the Contractor's expense. At the minimum, the screen shall include testing of urine samples for marijuana, amphetamines, methamphetamines, cocaine and opiates.

The Contractor shall provide a Contract Supervisor to provide a single point of contact through which all communications, work, and technical direction shall flow, except in cases of an emergency. The Contract Supervisor, on behalf of the Contractor, shall have the authority to receive and execute such technical direction as the Court/Sheriff may issue. The Contract Supervisor shall have the ability to act and make decisions entirely on their own and be available, at all times, to the Sheriff's Office through a radio, cellular telephone, pager system, etc.

Contractor shall describe the plan when a Contract Supervisor is unavailable due to illness, vacation, or other reason the Contractor shall assign another individual to that function who fully meets the requirements.

Contractor shall describe a plan to supervise screeners, resolve conflicts and problems, and otherwise control all screening activities at each checkpoint. Contractor shall describe expectations of support services from the Court and Sheriff's Office.

Contractor shall provide guards who possess the ability to read and write the English language; understand and carry out oral and written directions; think and act quickly and effectively in emergencies; write accurate and clear reports; and monitor environmental and electronic security systems.

4.1.3 Court Locations:

4.1.3.1 Court Profiles

The Superior Court of California, County of Monterey has Court locations in Salinas, Monterey, King City and Marina.

4.1.3.1.1 Salinas Division

The Superior Court of Monterey County, Salinas Division conducts felony and misdemeanor criminal proceedings and Juvenile Dependency proceedings.

The Salinas Division consists of 11 courtrooms, 11 judges' chambers, a jury assembly room, criminal clerk's office and other court associated offices which are temporarily housed as described below.

The Salinas Division will be consolidated into one building when the North Wing renovation is completed. The estimated date for moving into the North Wing building is January 2009, the North Wing building is designed to have a single point of entry with two magnetometers, one x-ray machine, hand-held wands and possibly additional security systems; close capture T.V. monitors, wireless duress alarm system and emergency response audio system.

Occupancies Include:

- a) West Wing:
 - 1st Floor Jury Administrative Office and Court Clerical Support.
 - 2nd Floor Clerk of the Court's Office.
 - 3rd Floor 2 Courtrooms and Court Administrative Offices.
- b) East Wing:
 - 1st Floor Finance and Court Information Technology Offices.
 - 2nd Floor Courtrooms, Grand Jury Assembly Room and Clerical Support Staff.

- c) Building 1: Modular Unit
3 Courtrooms and Clerical Support Staff Offices.
- d) Building 5: Modular Unit
3 Courtrooms and Clerical Support Staff Offices.
- e) Building 3: Modular Unit
Jury Assembly Room, occasionally utilized as a Courtroom.
- f) Court Annex, Gabilan:
The Court Annex is a Court and County Office employee occupied building.
1 Courtroom and Clerical Support Staff Office.

4.1.3.1.2 Monterey Division

The Monterey Division is a Court and County Offices occupied building. Plans are underway to implement a screening station at this courthouse.

Basement	Possible Entry Access and Staff Areas.
1 st Floor	2 Courtrooms and Clerical Support Staff Offices.
2 nd Floor	2 Courtrooms and Public Viewing Room.
3 rd Floor	1 Courtroom, Mediation/Child Support Room and Support Staff Offices.

4.1.3.1.3 King City Division

The King City Division conducts felony and misdemeanor criminal proceedings Tuesday – Thursday. On Thursday, minor Adult and Juvenile traffic hearings are held.

1 Criminal Courtroom and Clerk’s Office.
1 Traffic Courtroom.

The building is a multi-use building and does not have a weapons screening station at this time. Plans are underway to implement a screening station at this courthouse.

4.1.3.1.4 Marina Division

The Marina Division conducts Traffic and Juvenile Truancy Hearings, Monday – Friday, exception Thursdays.

1 Traffic/Truancy Courtroom.
1 Courtroom, overflow for Jury Trial or other hearings as needed.

Plans are underway to implement a screening station at this courthouse.

4.1.3.1.5 Juvenile Division

The Juvenile Delinquency Division is Court and County Offices occupied.

1 Courtroom and clerical support staff office.

4.1.4 Court Holidays

New Year’s Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
Lincoln’s Birthday	Veterans Day
Presidents’ Birthday	Thanksgiving Day
Cesar Chavez Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

* Note: The Court does not pay for days in which the Court is closed.

4.1.5 Certifications and Verifications

Bidder should have adequate knowledge of the required infrastructure necessary to support the Court's security needs as specified herein.

V. GENERAL CONDITIONS

The General Conditions are included in this solicitation document as Attachment A, Contract Terms and Conditions.

VI. ATTACHMENTS

Attachment A	Contract Terms & Conditions; Special Conditions
Attachment B	Vendor Certification Form
Attachment C	Court Locations
Attachment D	Pricing Sheets (note multiple pricing sheets within Excel Workbook)

ATTACHMENT A
CONTRACT TERMS AND CONDITIONS; SPECIAL CONDITIONS

The following contract obligations and conditions do not represent all terms and conditions of a proposed contract. Instead they define the key areas for which the Court has defined specific requirements.

1. Insurance

Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the insurance coverage set forth in A, B, and C below:

A. Workers' Compensation Insurance.

To the extent required by law, workers' compensation insurance including, but not limited to, workers' compensation and disability insurance. Upon request of Court, proof of such insurance shall be provided to Court by Contractor.

B. General Liability Insurance.

A general liability insurance policy (bodily injury and property damage) of not less than \$1,000,000 combined single limit per occurrence, issued by a company duly and legally licensed to transact business in the State of California covering liability for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Contractor or any officer, agent, or employee of Contractor under this Agreement.

C. Comprehensive Automobile Liability Insurance.

A comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Contractor's business of not less than Three Hundred Thousand Dollars (\$300,000) combined single limit per occurrence.

D. Proof of Coverage.

All insurance coverage referenced in A, B, and C above shall be evidenced by a Certificate of Coverage which shall be filed with the Court Executive Officer prior to commencement of performance of any of the services to be provided under this Agreement; shall name the Administrative Office of the Courts; the Court and its officers, employees and agents; the County of Monterey and the Monterey County Sheriff's Office and its officers, employees and agents as additional insured; and shall be kept current during the term of this Agreement. Proof of subsequent policy renewals shall be filed with the Court within (30) thirty days.

E. Deductibles.

Any deductibles or self-insured retention shall be declared to, and be approved by, the Chief Financial Officer of the Court. At the option of said Chief Financial Officer, either the insurer shall reduce or eliminate such deductibles or self-insurance retention as respects the Court, its officers, employees and agents, or the Contractor shall procure a bond or other security guaranteeing payment of losses and related investigations, claims administration and defense expenses.

2. Employment Practices

A. No Discrimination.

During the performance of this Agreement, Contractor and its subcontractors shall not deny the benefits thereof to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age or sex. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

B. Compliance with Laws.

As to any Services actually performed in California by Contractor or any of the approved subcontractors, such persons shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 1290 et seq.), the regulations promulgated there under (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135 - 11139.5) and any state or local regulations adopted to implement any of the foregoing.

C. Inclusion in Agreements.

Contractor shall include the foregoing requirements in any agreement with an authorized subcontractor for any of the Services.

3. Contractor's Indemnity

Contractor shall save, defend, indemnify, and hold harmless the Administrative Office of the Courts; the Court and its administrators, employees, contractors, subcontractors, agents, and affiliates; the County of Monterey and the Monterey County Sheriff's Office and its administrators, employees, contractors, subcontractors, agents, and affiliates from and against any and all suits, actions, legal or administrative proceedings, claims, demands, actual damages, fines, punitive damages, losses, costs, liabilities, interest, and attorneys' fees, which result from, arise out of, or are in any way connected with damages or injuries to persons or property caused by the negligent acts or omissions of Contractor or any of its officers, agents, employees or subcontractors in performance of the Services.

Contractor's Obligations.

1. Performance.

Contractor shall perform the Services with the standard of care, skill, and diligence normally provided by a professional person or firm in the performance of services similar to the Services at the same time, under similar conditions, and in the same or a similar locality.

2. Compliance with laws.

In rendering the Services, Contractor shall comply with all applicable laws and government regulations.

3. Independent Contractor.

Contractor shall perform this Agreement as an independent contractor. Contractor and the officers, agents and employees of Contractor are not, and shall not be deemed Court employees for any purpose, including workers' compensation.

Contractor shall, at his own risk and expense, determine the method and manner by which duties imposed on Contractor by this Agreement shall be performed; provided however that Court may monitor the work performed by Contractor. Contractor shall be entitled to none of the benefits accorded to a Court employee. Court shall not deduct or withhold any amounts whatsoever from the compensation paid to Contractor, including, but not limited to amounts required to be withheld for state and federal taxes. Contractor alone shall be responsible for all such payments.

4. Confidential Information.

The Contractor shall not shall disclose the Confidential Information of the Court without the Court's written consent except to the extent required by (i) performance of the Services; (ii) compliance with any Court order or other governmental directive; or (iii) the protection of Contractor against damages or liabilities arising from performance of the Services, except that no such disclosure shall occur on the grounds of (iii) if such disclosure would violate any state or federal law applicable to Court or County. Each party shall cause its respective administrators, officers, directors, employees, agents, subcontractors, and consultants who have access to the Confidential Information to comply with the terms of this Agreement; provided, however, that such access shall be provided only to those persons whose duties justify the need to know such Confidential Information.

Limitation of Liability.

Notwithstanding any other provisions herein, neither party shall be responsible to the other for any incidental, indirect, or consequential damages suffered by the other.

No Assignments or Subcontracts: Binding Obligation.

A consideration of this Agreement is the personal reputation of Contractor. For this reason, Contractor shall not assign any Services or subcontract any of the Services to any person without the prior written consent of the Court Executive Officer. This Agreement shall be binding upon the successors and permitted assigns of the parties hereto.

Attorney's Fees.

In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

ATTACHMENT A
Special Conditions - Request for Proposal and Quote for Services

A Bidders' Conference and Site Review will be scheduled before proposals are due. Once proposals have been received, the Court intends to review and rank each of them. The respondents with the best fit and most likely opportunity for success based on those responses will be invited to a meeting to discuss the particulars of their proposals and to further define specific contract deliverables.

Respondents are formally advised of the following conditions of the *Request for Proposal and Quote for Services*.

- A. To be considered the respondent must meet the "Minimum Qualifications" as defined in this document, and the proposal must satisfy the scope of the program as defined in this document. Proposals which do not meet the mandatory requirements as indicated may be considered non-responsive and may be rejected.
- B. The respondents with the highest ranked proposals will be considered for interview by a panel comprised of Court and Sheriff's Office management personnel. Those selected will be notified of the time and place of the interview.
- C. The Court may accept or reject any or all proposals, may cancel, amend or reissue this document at any time prior to services agreement approval and may waive any immaterial defect in a proposal. The Court's waiver of any immaterial defect shall in no way modify the proposal requirements or excuse the respondent from full compliance with the scope of services if awarded the services agreement.
- D. After the evaluation of the proposals and the selection of the successful Contractor, all respondents will be notified in writing as to the selected bidder.
- E. The Court reserves the right to award this services agreement not necessarily to the respondent with the lowest price, but to the firm which the Court determines will provide the best match to the scope of services requirements of the program as defined in this document. The successful respondent shall be chosen based on combination of factors, including but not limited to, compliance with the conditions of this document, the technical evaluation results, and the total price. Final award will be made to the respondents who, in the sole and exclusive judgment of the Court, are best able to provide the necessary security services.
- F. Following the selection of a Contractor, the Court may choose to have further discussions with the Contractor to modify certain aspects of the requested security services as part of the development of a services agreement.

END OF CONTRACT TERMS AND CONDITONS

ATTACHMENT B
VENDOR CERTIFICATION FORM

I certify that neither _____ (Proposer) nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency, and that neither Proposer nor any of its proposed subcontractors are tax delinquent with the State of California. I have listed all contracts with government or commercial customers during the five years preceding submission of this Proposal.

I acknowledge that if Proposer or any of its subcontractors subsequently are placed under suspension or debarment by a local, state or federal government entity, or if Proposer or any of its subcontractors subsequently become delinquent in California taxes, our Proposal may be disqualified.

Signature

Printed Name

Title

Date

ATTACHMENT B
VENDOR CERTIFICATION FORM (CONTINUED)

**List of all Contracts with Government or Commercial Customers
during the Three Years preceding Submission of this Proposal**

ATTACHMENT C COURT LOCATIONS

Court Locations:

Superior Court of California, County of Monterey
Salinas Division
240 Church Street
Salinas, California 93901

Monterey Division
1200 Aguajito Road
Monterey, CA 93940

King City Division
250 Franciscan Way
King City, CA 93930

Marina Division
3180 Del Monte Blvd.
Marina, CA 93933

Juvenile Division
1422 Natividad Road
Salinas, CA 93906

ATTACHMENT D
PRICING SHEETS

Please include a comprehensive statement of costs for the required services as per Section IV.